

# VIC CAPUCHIN MONKEYS

Pairing you with the perfect companion

| *USDA Licensed* |

## CONTRACT & HEALTH GUARANTEE

This Agreement is made on ..... by and between

Breeder/Seller Information		<b>USDA CLASS A BREEDER #58-A-0341</b>
Name:	Vickie Owens	
Phone:		
Email:		
Address:		
City,State,Zip:		

The above hereinafter referred to as “Seller” and is a party to this agreement.

Sellers’ Initials certifying they have provided true and correct information

Buyer Information:	
Name:	
Phone:	
Email:	
Address:	
City,State,Zip	

The above hereinafter referred to as the “Buyer” and is a party to this agreement.

Buyers’ Initials certifying they have provided true and correct information

Animal Information:	
Requested or Preferred Animal:	Capuchin Monkeys (.....)
Date of Birth:	
Requested or Preferred Sex:	
Purpose: (Pet, Show, Performance):	

## PURCHASE PRICE

Contract & Health Warranty



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## TERMS AND CONDITIONS

### 1. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration of the Monkey to Buyer.

### 2. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Monkey and that Seller has full right and authority to sell the Monkey
- (b) The Monkey is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) The Monkey is in good health and free of communicable diseases at the time of this sale. Buyer has 10 days from the pickup or delivery date to have the Monkey examined by a licensed veterinarian, at Buyer's sole cost. If the Monkey fails the examination, Buyer may return the Monkey, with a written statement from the veterinarian, for a replacement. Failure by Buyer to have the Monkey examined within the 10 day period will nullify this warranty. If Buyer chooses to keep the Monkey, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.

### 3. Buyer's Representations

Buyer represents to Seller that:

- (a) The Monkey will reside with Buyer as companion pet to Buyer and Buyer's Family.
- (b) Buyer will provide the Monkey with nutritious food and necessary veterinary care.
- (c) Buyer will not sell, give, or release the Monkey to a pet shop, retail store, Monkey dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (d) In the event Buyer sells the Monkey to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.



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## 4. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

## 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **FLORIDA**

## 6. Entire Agreement

This Agreement represents the entire agreement between the Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.



**Parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Capuchin Monkey**

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Date

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Signature of Buyer

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Date

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Signature of Seller

Contract & Health Warranty

